

Eric Fryson

120140-TP

**From:** YANT, ROBYN [rh0582@att.com]  
**Sent:** Thursday, April 26, 2012 1:40 PM  
**To:** Filings@psc.state.fl.us  
**Subject:** Linkup Telecom

**Attachments:** img-426142017-0001.pdf



img-42614201  
001.pdf (461 KI)

-----Original Message-----

**From:** OMT  
**Sent:** Thursday, April 26, 2012 2:20 PM  
**To:** YANT, ROBYN  
**Subject:** Scan from a Xerox WorkCentre

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre.

Number of Images: 5  
Attachment File Type: PDF

Device Name: WorkCentre 5225A  
Device Location:

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DOCUMENT NUMBER DATE  
02637 APR 26 2012  
FPSC-COMMISSION CLERK



AT&T Florida  
150 South Monroe Street  
Suite 400  
Tallahassee, FL 32301

T: 850.577.5555  
F: 850.222.8640  
www.att.com

April 26, 2012

Mrs. Ann Cole  
Director, Division of The Commission Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

Re: Notice of the Adoption of interconnection, unbundling, resale and collocation agreement between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and Tw telecom of florida, l.p. by Linkup Telecom, Inc.

Dear Mrs. Cole:

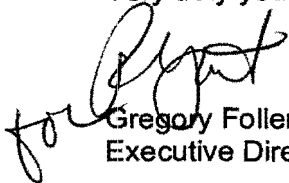
BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast hereby provides notice to the Florida Public Service Commission of the adoption by Linkup Telecom, Inc. of the Interconnection, Unbundling, Resale, and Collocation Agreement for the State of Florida entered into between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and Tw telecom of florida, l.p., which was filed with this Commission on February 10, 2010 in Docket No. 100073-TP.

Linkup Telecom, Inc. is adopting the agreement and all amendments (if applicable), as provided by Section 252(i) of the Telecommunications Act of 1996.

Enclosed are the original and one (1) copy of the contract between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and Linkup Telecom, Inc. for your records.

If you have any questions please do not hesitate to contact Robyn Yant at (850) 577-5551.

Very truly yours,

  
Gregory Follensbee  
Executive Director

DOCUMENT NUMBER DATE

02637 APR 26 09

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## MFN AGREEMENT

This MFN Agreement ("MFN Agreement"), which shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days after approval by such Commission ("Effective Date"), is entered into by and between Linkup Telecom, Inc. ("CLEC"), a Florida Corporation on behalf of itself, and BellSouth Telecommunications, LLC d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee, ("AT&T"), having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, CLEC has requested that AT&T make available the Interconnection Agreement in its entirety executed between AT&T and tw telecom of florida, l.p. dated November 2, 2007 for the State(s) of Florida ("Interconnection Agreement").

WHEREAS, pursuant to Section 252(i) of the Act, for purposes of this MFN Agreement, CLEC has adopted the Interconnection Agreement for the State(s) of Florida;

NOW, THEREFORE, in consideration of the promises and mutual covenants of this MFN Agreement, CLEC and AT&T hereby agree as follows:

1. AT&T-9STATE shall be defined as the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. CLEC and AT&T shall adopt in its entirety the Interconnection Agreement dated November 2, 2007 and any and all amendments to said Interconnection Agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this MFN Agreement. The Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this Interconnection Agreement with amendment(s) consists of the following:

ITEM
Adoption Papers
Signature Page
Exhibit 1 Cover Page
tw telecom of florida, l.p. Agreement
Name Change Amendment – Effective August 4, 2008
Notice Changes and OSS Update Amendment – Effective February 9, 2010
BellSouth Telecommunications Name Change Amendment – Effective November 19, 2011

3. In the event that CLEC consists of two (2) or more separate entities as set forth in the preamble to this MFN Agreement, all such entities shall be jointly and severally liable for the obligations of CLEC under this MFN Agreement.
4. The term of this MFN Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2 of the General Terms and Conditions of the Interconnection Agreement. For the purposes of determining the expiration date of this MFN Agreement, the expiration date shall be December 1, 2012.
5. CLEC shall accept and incorporate any approved amendments to the Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.
6. In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement with respect to any orders, decisions, legislation or proceedings and any remedies.

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by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.

7. Every notice, consent or approval of a legal nature, required or permitted by this MFN Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid addressed to:

To AT&T:

Contract Management  
ATTN: Notices Manager  
311 S. Akard, 9<sup>th</sup> Floor  
Dallas, TX 75202-5398  
Facsimile Number: 214-464-2006

With a Copy To:

Business Markets Attorney  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

To CLEC:

Tina C. Allen  
Senior Compliance Manager  
4395 SE 95<sup>th</sup> Street  
Ocala, Florida 34480  
Facsimile Number: 352 433-2161

With a Copy To:

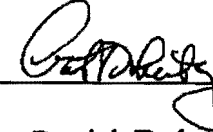
John Heitmann  
Kelley Drye & Warren LLP  
3050 K Street, NW  
Suite 400  
Washington, DC 20007  
Facsimile Number: 202-342-8451

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this MFN Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

Linkup Telecom, Inc.

BellSouth Telecommunications, LLC d/b/a  
 AT&T Alabama, AT&T Florida, AT&T Georgia,  
 AT&T Kentucky, AT&T Louisiana, AT&T  
 Mississippi, AT&T North Carolina, AT&T South  
 Carolina and AT&T Tennessee, by AT&T  
 Services, Inc., its authorized agent

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Name: Robert L. Williams

Name: Patrick Doherty

Title: President

Title: Director - Regulatory

Date: April 10, 2012

Date: 4-16-12

State	Resale OCN	ULEC OCN	CLEC OCN
FLORIDA	855F	---	988F

Description	ACNA Code(s)
ACNA(s)	LIU

**EXHIBIT 1**